



PRECONSTRUCTION CONTRACTORS HANDBOOK

Operational Contracting Division



OFFICIAL LETTERHEAD

MEMORANDUM FOR CONSTRUCTION CONTRACTORS

FROM: Contracting Office
Address
City and State

SUBJECT: Construction Contractor Guide

1. To insure that your firm has current information regarding the provisions of subject contract this booklet has been assembled and the following information is furnished:

a. Function and Authority of U.S. Government Personnel.

(1) The Contracting Officer is the only person authorized to bind the Government or make changes to this contract.

(2) The Contract Administrator, Government Inspector and Contracting Officer's Representative will be identified at the Pre-Construction Conference of each project.

b. Superintendence by the Contractor. The Contractor will provide full time superintendence to insure that all his employees connected with the performance of this contract are adequately briefed to insure their proper and timely compliance with the provisions of this contract and that coordination between subcontractor is adequately maintained. The Contracting Officer will be notified, in writing, of the name of the Superintendent of each project.

c. _____ Base is a closed base, pursuant to Section 21, Internal Security Act of 1950, 50 U.S.C. 797 and as such, only persons granted permission may enter. A listing of all Contractor personnel who will be working under the contract, must be submitted to the Contracting Officer five working days prior to the start of work. During construction, the Contractor shall permit base personnel access to the facilities within the work area. The Contractor shall provide protection to persons and property throughout the progress of the progress of the work.

d. Normal work hours for the Contractor will be between the hours of 7:15 a.m., through 4:00 p.m., exclusion Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than those listed, he must notify the Contracting Officer three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. If Inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract.

e. Federal Holidays are: New Years Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

f. **Safety:** The Contractor will insure that all equipment used in the performance of this contract has proper safeguards to prevent accidents to Contractor and Government personnel. All work shall be performed in accordance with the _____ Occupational Safety and Health Act (MIOSHA) in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The more stringent of the two shall apply. Crawl spaces and attics are to be treated as confined space entry. Contractor must follow 29 CFR 1910.146 when making an entry. Where employees can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems. When the Contractor is working in buildings that are occupied by Government personnel, the Contractor must provide Material Safety Data Sheets (MSDS) to the Contracting Officer before they begin the work. The Safety and Health Requirements Manual can be accessed at: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1-toc.htm>

g. All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the Contractor's responsibility to insure that where EPA, DEQ, or other such regulations control the removal, handling, installation or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents. The Contractor shall have data sheets available at the site on any materials used to comply with MIOSHA and EPA. Reference FAR 52.223-3 "Hazardous Material Identification and Material Safety Data".

h. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency. In lieu of the label, the Contractor may submit written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

i. Inspections and tests are for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. Wherever testing or analysis of material is required, such testing will be made at the Contractor's expense, unless otherwise noted. The Contractor, at no cost to the Government, will accomplish subsequent testing of materials that fail to meet specifications.

j. The Contractor shall provide and maintain an effective quality control program in accordance with the contract. The Contractor shall provide the project CQC plan to the Contracting Officer within fourteen (14) days of contract award. The document shall include name and address of the independent testing agency and the responsible principal with the firm; a summary of QC tests required by the specification and typical daily report forms to be used for this project.

k. **Government Property.** Any Government property, which the Government obtains for use by the Contractor in the performance of this contract, must be adequately maintained and safeguarded to insure its return to the Government in a serviceable condition.

l. The Contractor shall maintain the construction site in as clean and orderly condition as possible. All refuse and/or salvage material shall be gathered and disposed of periodically. Accumulation of refuse on the site will not be permitted. All roadways, taxiways and ramp areas within the work area shall be swept daily to assure safe operation of aircraft. Following completion of work, the Contractor shall clean the entire area from any debris and/or excess of misplaced material due to the operation and obtain a Contracting Officer's approval of finished work.

m. All refuse debris, and construction waste shall be legally disposed of, off base, at the contractor's expense. All salvage property removed and not reinstalled shall be returned to the

Government at a place designated by the contracting Officer, or properly disposed of when directed. Non-Hazardous Solid Waste should be diverted to recycling, through appropriate means available to the contractor.

n. Contractor must notify the COR, Base Fire Department and Base Security Police at least two (2) hours prior to blocking of any street and at least eight (8) days prior to closures of _____, _____ Avenue. The Contractor and his work shall not interfere with normal operations of traffic, particularly emergency vehicles and equipment. The Contractor shall use only established haul routes. The Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Base. The Contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required to maintain traffic and insure the safety of aircraft and the Contractor's equipment.

o. The contractor shall be responsible for the coordination of his work with base communications personnel, who will be installing communications system, making them aware of proposed work that may affect the work of their particular trade in process of performance.

p. Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the base.

q. When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc. on the base, must comply with documentation required by the Base Radiation Safety Officer (RSO) at _____

r. Hazardous Material Usage: The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the COR using the Contractor HM Identification Form (Attachment 1). The Contractor HM Identification Form will be provided to the Contractor at, or prior to, the Pre-Construction Meeting. The contractor planning to use HM for the work must register with the Base Hazardous Material Pharmacy (HMP), Building _____, prior to start work. The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

s. The Resource Conservation and Recovery Act (RCRA – 42 U.S.C.A. #6962), Executive Order 13101, 14 Sep 98 "Greening the Government through Waste Prevention Recycling and Federal Acquisition" and Air Force Instruction (AFI) 32-7080, Compliance Assurance and Pollution Prevention mandates waste prevention and recycled-content requirements in each contract. A plan is underway to implement these procedures.

t. Commercially own/operated Radioactive Sources Used on Selfridge ANG Base MI. Prior to the use of any radioactive source products being used at _____ ANG, information/documentation shall be reviewed and approved by the Base Radiation Safety Officer (RSO) (Office Symbol/phone number)

u. Nondiscrimination in Employment. The Contractor will comply with the provisions of the Secretary of Labor on Equal Opportunity (41 CFR Chapter 60). All posters furnished to the Contractor regarding this subject will be posted in a conspicuous place so all Contractor personnel may easily read the contents. Posters are available at: <http://www.dol.gov/dol/esa/>

v. The Contractor must be registered in the Central Contractor Registration (CCR) data base with Electronic Funding Transfer (EFT) in place. This can be accomplished VIA Internet at: <http://www.ccr2000.com>

w. The Contractor is responsible for the Insurance Form (Attachment 2) to be completed and returned to the Contracting Officer certifying Insurance requirements of this contract are maintained for the duration of the contract.

x. The Contractor shall complete a Statement of Acknowledgment, SF 1413, (Attachment 3) for each subcontractor that is employed for this contract and submit to the Contracting Officer. This form, and a list of all employees, will be submitted to the Contracting Officer within five (5) days prior to the start of work under the contract. The Contract Administrator will notify Pass & ID Office of personnel that will be obtaining a pass to this installation. Notify the Contracting Office of any new subcontractors by submitting a SF 1413, when they are added to the project.

y. The Contractor shall prepare a Progress Schedule, AF Form 3064 (Attachment 4) for all projects where performance shall exceed 59 days. For projects over \$1 million, progress schedule will also be submitted on Microsoft Project (latest version). This Schedule will be submitted on AF Form 3000, Material Submittal Form (Attachment 5) for approval of the Contracting Officer. All Materials listed on the AF Form 66, Schedule of Material Submittals (Attachment 6) are to be submitted and approved by the Contracting Officer, with AF Form 3000,0 prior to the purchase of materials. AF Form 3065, Contract Progress Report (Attachment 7) is to be submitted weekly to the Contracting Office, after reviewing with the COR.

z. Payments. The Contractor will be paid once each month for percentage of work completed during the preceding month for projects with a 60-day performance period, or more. Projects of less than 60 days, partial payments will be considered on a case-by-case basis. Invoices will be submitted to the Operational Contracting Division in accordance with the applicable provisions of this contract. Each monthly invoice must include a Contractor Progress Payment Certification (Attachment 8) and a breakdown of subcontractor data as listed on the Subcontractor's Payment Register (Attachment 9). This register is available in Excel format and will be e-mailed to your firm on request. You may opt to provide this information in a format of your choice; however, your format must mirror the data on the Subcontractor's Payment Register.

aa. The contractor is responsible for providing certified payrolls weekly for the prime contractor and each of the subcontractors. Payrolls are to be completed as per Attachment 10. It is important that the payrolls are numbered, the final payroll annotated as "Final" and any "no work" periods annotated as such. The employee name, address, Labor Classification and Group Number that applies to their job classification must be clearly stated and match the Wage and Determination that has been furnished for this project. Additional copies of the Wage Determination are available from the Contracting Office.

bb. Before final payment is requested, the Contractor must obtain final inspection and complete any items on the punch list. In addition to final invoice, the Contracting Officer requires a Warranty Letter, Release of Claim form (Attachment 11) and any other documentation for the project.

2. If your firm should encounter any problems during the period of this contract, please call, write, or e-mail your Contract Administrator or the Contracting Officer. Your effective and timely performance will preclude unnecessary correspondence thereby saving your dollars as a taxpayer.

Contracting Officer

GOVERNMENT PERSONNEL

Listed below are key Government Office/Personnel that your firm may need to contact during the performance of any Contract and/or Delivery Order:

<u>OFFICE</u>	<u>NAME</u>	<u>TELEPHONE NOS.</u>
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Contracting Office

Contracting Officer

Administrators:

Base Civil Engineers

Engineer Techs:

Construction Mgmt

Base Fire Dept.

Fire Inspector

Base Safety Office

Emergency Fire

911

Base Police

Ambulance

911

The Contract Administrator, Engineer and Inspector will be identified for each project at the Pre-Construction Conference.

CONTRACT LABOR STANDARDS REQUIREMENTS

1. The following information was prepared to assist you in understanding and complying with the Labor Standards requirements in this contract. The employees of your company and those of any subcontractors whose duties are directly related to these provisions, such as payroll clerks and secretaries should find the contents of this letter especially helpful. Compliance to the Labor Standards requirements by your firm and of your subcontractors cannot be overemphasized.

2. The Labor Standards Requirements in this contract are based on the following Statutes and Regulations:

a. Davis-Bacon Act.

b. Contract Work Hours and Safety Standards Act.

c. Copeland "Anti-Kickback" Act.

d. Parts 3 and 5 of the Secretary of Labor Regulations (Part 3 and 5, Subtitle A, Title 29, Code of Federal Regulations).

3. The Statutes and Regulations listed above, and those derived thereunder, have been outlined in brief and should be used in conjunction with your in-depth study of these provisions (Definitions of pertinent terms have been included for your convenience).

a. Definition of Terms:

(1) "Mechanics and Laborers" means those workers and working foremen who work predominantly with their hands or with tools and equipment, whether employed by a prime contractor or by a subcontractor at any tier. This does not include office workers, superintendents, technical engineers or scientific workers.

(2) The "site of the work" may include the sites of job headquarters, storage yards, prefabrication or assembly yards, quarries or borrow pits, batch plants, and similar facilities if they are set up for and serve exclusively the particular construction operation and are reasonably near the site. Transportation of materials, equipment, or personnel to and from the site is included, but such transportation by common carriers, established trucking firms, material suppliers, or manufacturers is excluded.

(3) Contracts with bona fide material suppliers or with manufacturers to produce, supply, or deliver items to the site of the work for use in the construction activities are not subject to Davis-Bacon and related Acts, nor is transportation by common carrier over regular routes. However, if such a supplier, manufacturer, or carrier performs as a subcontractor, his laborers and mechanics, including apprentices and trainees, performing at the "site of the work" are subject to the applicable wage determination under this contract in the same manner as the prime contractor.

b. Davis-Bacon Act:

(1) All mechanics and laborers (those workers and working foremen who work predominantly with their hands or with tools and equipment), whether employed or working directly upon the site of the work will be paid not less than once a week. Each worker will be paid not less than the hourly rate shown on his classification in the wage determination.

(2) Fringe benefit payments will be paid in the amount specified in the wage determination. They may be paid by making payment in cash or by making payment to a fund, plan, or program.

(3) Whenever any laborer or mechanic is to be employed in a classification not listed in the wage determination, you are required to submit a statement of the proposed additional classification and minimum wage rate, including fringe benefit payments, if any, to the Contracting Officer for approval. Upon approval, the additional classification and rate shall be posted with the wage determination at the job site.

(4) Wage rates must be posted on the job site in a prominent place where they can be easily seen by the employees. All employees shall be informed of their own wage rates and classifications.

(5) Violation of any part of this Act may result in the termination of your right to proceed to the work.

c. Contract Work Hours and Safety Standards Act:

(1) Any laborer or mechanic doing any part of the work contemplated by this contract who is required or permitted to work more than forty hours in any work week shall be compensated for such overtime hours at a rate not less than one and one-half times his basic hourly rate of pay.

(2) Violations of the provisions of the Act will result in your being liable to the affected employee for any amounts due, and to the United States government for liquidated damages in the amount of \$10.00 for each calendar day each employee is permitted to work in violation of the Act.

d. Copeland "Anti-Kickback" Act:

(1) No laborer or mechanic can be forced, intimidated, threatened by dismissal for employment, or induced by any other manner to give up any part of the compensation to which he is entitled.

(2) Violation of this Act could result in the violator being fined not more than \$5,000.00 or imprisoned not more than five years, or both.

e. Apprentices:

(1) Apprentices will be permitted to work as such only when they are registered, individually, under an apprenticeship program recognized by or registered with the United States Department of Labor.

(2) Prior to using any apprentices on the work required by this contract, you are required to furnish written evidence of their registration as well as the ratio allowed and the wage rate required to be paid.

f. Payrolls and Basic Records:

(1) You are required to maintain during the course of work and for a period of three year thereafter all payrolls and basic records for all laborers and mechanics working on this contract. The benefits to be realized by your firm and all Subcontractors in keeping complete work records cannot be overemphasized.

(2) You are required to submit one copy of all payrolls to this office weekly. You are responsible for the submission of your subcontractor's Payrolls and for their review to ascertain correctness. Each payroll will be submitted as an attachment to a Weekly Statement of Compliance form that will be furnished by this office. Each payroll will contain the name and

address, the correct classification, rate of pay including fringe benefit payments, daily and weekly number of hours worked, deductions made and actual wages paid for each laborer and mechanic employed or working directly upon the site of work. All deductions from wages and the amounts thereof will be inserted on the Weekly Statement of Compliance.

(3) These records will be made available for inspection by authorized representatives of the Contracting Officer and the Department of Labor. You are also required to permit these representatives to interview your employees during working hours on the job.

g. **Withholding of Funds:** The Contracting Officer may withhold payments due or future payments as may be considered necessary (1) to pay employees on the work (see paragraphs 3b and 3e) of your firm or of any subcontractor (2) for liquidated damages under the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation".

h. **Subcontracts:** Your firm shall insert the Labor Standards Provisions of this contract in all subcontracts.

i. **Contract Termination - Debarment:** A breach of the Labor Standards Requirements may be grounds for termination of the contract, and for debarment as provided in 29CFR 5.6.

j. **Disputes Concerning Labor Standards:** Disputes arising out of the labor standards provisions shall be subject to the disputes clause except for disputes concerning classification of wage rates which shall be referred to the Secretary of Labor.

4. **Equal Employment Opportunity:** In connection with the performance of work under this contract, discrimination against any employee or applicant for employment because of race, religion, color, or national origin is prohibited. The aforesaid provision shall include, but not be limited to, the following: Employment upgrading, termination; rates of pay or other forms of compensation and selection for training including apprenticeship. Posters regarding the above will be supplied to you under separate letter. Such posters must be posted in conspicuous places at the job site, available to employees and applicants for employment.

5. A COPY OF THESE REQUIREMENTS SHALL BE FURNISHED TO EACH SUBCONTRACTOR.
CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

CONTRACTING OFFICER'S REPRESENTATIVE INFORMATION

1. Under authority contained in DOD FAR Supplement (DFARS) 201.602-2 and Army Far Supplement (AFARS) in 1.602-2-90, a Contracting Officer's Representative (COR) and an Alternate will be identified for each project. Their responsibilities under the appointment are limited to the following:

a. Inspection and acceptance of work. Insure materials used are in compliance with Contracting Officer's approved AF Form 3000, Material Approval Submittal. Forward weekly progress reports until the contract is complete. Weekly progress reports will contain individual elements of work for this project.

b. Interpretation of specifications and drawings.

c. Enforcement of safety requirements.

d. Advise the Contracting Officer when new subcontractors, if any, appear on the job site.

e. Coordinate signatures maintain and distribute any SANGB Form 0-54, Construction Field Changes, to all appropriate offices.

f. Assure that the Contractor complies with contract requirements and report all deviations to the Contracting Officer.

g. Conduct a pre-final inspection with the Contractor to assure that the project is ready for final inspection.

h. Notify the Contracting Officer when the project is ready for final inspection and assist in the final inspection. Provide a final inspection punch list and SANG Form 0-61, Selfridge ANG Contract Final Inspection Report, at the completion of punch list items. The Contracting Officer is the only one with authority for final acceptance of the work.

i. Notify the Contracting Officer immediately regarding differing site conditions and notify the Contracting Officer and engineer of record regarding application issues that cannot be resolved on-site with the Contractor.

2. The COR is not empowered to award, agree to or sign any contract or contract modifications or in any way to obligate the payment of money by the Government. They may not take any action which may affect contract schedule, funds or scope. The Contracting Officer shall make all contractual agreements, commitments or modifications, which involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. The COR may be personally liable for unauthorized act.

3. The designation as COR is limited to the named individual and is not redelegable. The COR designation shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer. If the COR is to be reassigned or separated from Government service, the Contracting Officer shall be notified sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If the designation is revoked for any reason before completion of this Contract, records will be turned over to the successor COR or obtain disposition instructions from the Contracting Officer.

4. The COR is required to maintain adequate records to sufficiently describe the performance of duties as a COR during the life of this Contract and to dispose of such records as directed by the Contracting Officer. As a minimum, the COR file shall contain the following:

a. A copy of the letter of appointment from the Contracting Officer, a copy of any changes to that letter and a copy of any termination letter.

b. A copy of the Contract with applicable modifications, plans and specifications, and addendums.

c. A record of inspections (AF Form 1477, Construction Inspection Record) performed and the results. The AF Form 1477 shall be turned over to the Contracting Officer at the conclusion of the contract work.

d. A copy of the Contract Progress Schedule and the bi-weekly progress reports.

5. This designation does not authorize the COR to take the following actions, all of which remain the responsibility of the Contracting Officer:

a. Make changes to the scope of work and contract price.

b. Ordering work stoppage. This action will be directed by the Contracting Officer.

c. Extending contract completion date.

d. Terminating the contract in whole or in part.

e. Request the Contractor to submit proposals for contract modification.

f. Certify invoices for payment.

5. The COR may not:

a. Direct the Contractor's workforce or have any direct contact with the Contractor's workforce other than the Job Superintendent.

b. Disclose upcoming projects and their estimated cost to any Contractor personnel.

c. Ask the Contractor to give an estimate of cost and/or repair options for other projects.

d. Use Contractor's equipment to access project site due to liability.

6. The COR must take care in all actions to avoid any action or appearance of action that would appear to be an agreement to sign an award, agree to or sign any contract modification thereto, or in any way to obligate the payment of money by the Government.

7. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R (http://www.defenselink.mil/dodgc/defense_ethics) sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

8. A COR who may have direct or indirect financial interest which would place him/her in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the Contracting Officer of the conflict so that appropriate actions may be taken. CORs shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

Contractor Hazardous Material Identification

Part I

To be completed by Contractor prior to start date and shall be maintained on the job site.

Date: _____

Contractor Company: _____

Proposed Work Term: _____ to _____

Contractor Point of Contact: _____

Phone: _____

HM to be Used: MFG. / Product	M.S.D.S. Attached	QTY Used	Disposal Procedures	Used / Unused Material Removed from SANGB

NOTE: This form is to be submitted to the HMP for initial construction. All Hazardous Material (HM) used thereafter will be identified to Contracting Officer representative and tracked by the HMP. See Part II for contractor closeout procedures. HMP phone number is (810) 307-6104.

HMP Tracking Signatures

EME: _____

EMI: _____

SE: _____

CEF: _____

Contractor Hazardous Material Identification

Part II Closeout Procedures

Contractors will accompany Base Environmental on closeout inspection to ensure all used / unused HM was removed from the Base.

Date: _____

Closeout Signatures:

EM: _____

Contracting Officers Representative: _____

Contractor: _____

INSURANCE REQUIREMENTS

The undersigned Contractor hereby acknowledges that she/he has read and understands the insurance requirements specified in this Contract, and hereby agree (1) that such insurance will be maintained in at least the amounts and types specified in this Contract and during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Contracting Officer; (3) that Michigan Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement is part of the above referenced contract, and shall be legally binding and enforceable by law.

INSURANCE COMPANY (IES) _____ Phone No. _____

CONTRACTOR:

(Company Name)

(Company Address)

(Date)

(Authorized Signature)

(Typed Name and Title)

ACCEPTANCE

The undersigned Contracting Officer, on behalf of the United States of America hereby accepts and ratifies the above Agreement.

UNITED STATES OF AMERICA

By: _____

Date: _____

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)

6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____

to the subcontractor identified in Item 5, for the following work:

7. P. F.	8. LOCATION	
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

2. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety
Standards Act - Overtime
Compensation - Construction
Payrolls and Basic Records
Withholding of Funds

Davis-Bacon Act
Apprentices and Trainees
Compliance with Copeland Regulations
Subcontracts
Contract Termination-Debarment

3. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

4. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
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Form Approved
OMB NO. 0704-0188

1. CONTRACT NO.		8. PROJECT TITLE		10. APPROVAL RECOMMENDED BY:		
2. STARTING DATE				DATE SIGNED	INSTALLATIONS ENGINEER'S SIGNATURE	
3. COMPLETION DATE						
4. PURCHASE REQUEST NO.		9. SUBMITTED BY:		11. APPROVED BY:		
5. PROJECT NO.		DATE SIGNED	CONTRACTOR'S NAME (Last, First, Middle Initial) ADDRESS (Street, City, State, Zip Code)	CONTRACTOR'S SIGNATURE	DATE SIGNED	CONTRACTING OFFICER'S SIGNATURE
6. ACTUAL STARTING DATE						
7. ACTUAL COMPLETION DATE						

[illegible]

(See Instructions on Reverse)

Expires April 30, 1993

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0900-0062), Washington DC 20503. Please DO NOT RETURN your form to these addresses. Send your completed form to: SAF/AQCO, Pentagon, Washington DC 20330 1000.

[illegible]

BY COMPLETING THIS FORM, THE UNDERSIGNED CONTRACTOR CERTIFIES THAT
THE MATERIAL COMPLIES WITH ALL SPECIFICATIONS OF SUBJECT CONTRACT

FOR GOVERNMENT USE ONLY	
TO: (Base Civil Engineering Officer)	

For Evaluation and Action

TO: (AF Contracting Officer)

intractor)

☐ Approved ☐ Disapproved as indicated Above and Subject to any Applicable Comments on the Reverse Side. Request Resubmittal on Disapproved Items Within _____ Days of Date Shown Below.

DATE	TYPE OR PRINT NAME AND TITLE	SIGNATURE
------	------------------------------	-----------

COMMENTS
(Number to correspond with applicable Item Number on reverse)

INSTRUCTIONS TO CONTRACTORS

1. The term "material" is defined as articles, supplies, raw materials, equipment, parts, components, and end items that are to be incorporated into the work required by the contract.
2. This form is to be used by contractors for submitting Shop Drawings, Equipment Data, Manufacturer's Literature and Certificates and Samples of Materials to the Government for approval in accordance with the provisions of this contract. Unless otherwise specified, it is to be prepared in 4 copies, signed, and provided to the contracting officer with appropriate attachments.
3. Item(s) to be approved will be clearly tabbed or identified. Data pertaining to item(s) to be approved will be clearly identified or tabbed, particularly where documents are voluminous, in order to properly evaluate the materials or articles to be incorporated in the work. Each attachment will be numbered to correspond with the item number shown on the face of this form.
4. Requests submitted shall be numbered consecutively, by contract, in the space entitled "Submission No." This number, in addition to the Contract will be used to identify each Material Approval Submittal. Resubmissions will be indicated in the appropriate block and the insertion of previous submission number and date in addition to a new submission number. A single submission should be used for all work of a section of the specifications, but in NO instance should the submission include work for more than one (1) contract. Submittals requiring priority handling will be submitted by separate submittal using the form and so marked across the face of the form.
5. This material Approval Submittal is not valid unless it is signed by the contracting officer. This approval is required as called for by the contracting officer under the terms of this contract.

[illegible]

OMB NO. 9000-0058
Expires Apr 30, 1999

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO : SAF/AQCO, 1060 Air Force Pentagon, Washington DC 20330-1060.

ADDRESS

[illegible]

At the Contracting Officer's discretion and according to the payments clause of the contract, the information provided on this form may be used for computing progress payments.

I hereby certify that the contractor has satisfactorily completed the indicated percentage of the contract per contract specifications.

7

7

DATE

DATE

CONTRACTOR PROGRESS PAYMENT CERTIFICATION

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTRACT NO.: _____

INVOICE NO. _____

PROJECT NO./TITLE: _____

In accordance with FAR 52.232-5 "Payments under Fixed-Priced Construction Contracts",
Paragraph b (3):

I hereby certify, to the best of my knowledge and belief, that –

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract.

(2) Payments to subcontractors and suppliers, have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements, and the requirements of chapter 39 of Title 31, United States Code, and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Name)

(Title)

(Date)

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[illegible]

Date: 4/10/00

I, Robert K. Hardy, President

do hereby state:

(1) That I pay/supervise the payment of the persons employed by A-1 CONSTRUCTION CO., INC

on the Selfridge ANG Project

; that during the payroll period commencing on the 2nd

day of April, 2000, and ending the 8th day of April, 2000,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been
or will be made either directly or indirectly to or on behalf of said

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from
the wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108,
72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required too be submitted for the above period are correct
and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable
wage rates contained in any wage determination incorporated into the contract; that the classifications set forth
therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in State, are registered with
the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above
referenced payroll, payments of fringe benefits as listed in the contract have been or will be made

to appropriate programs for the benefit of such employees, except as noted in
Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic
hourly wage rate plus the amount of the required fringe benefits as listed in the
contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

Robert K. Hardy, President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENT MAY SUBJECT THE CONTRACTOR
OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 001 OF TITLE 18 AND
SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

RELEASE OF CLAIMS

Contract Number: DAHA20 _____

Date of Contract Award: _____

Project No. _____

Project Title: _____

KNOW ALL MEN BY THESE PRESENTS: In consideration of the premise and sum of _____ <written amount> (\$ Figures) lawful money of the United States of America (hereinafer called the "Government") of which of _____ <written amount> (\$ Figures) of the total amount has been paid, and a balance due of _____ <written amount> (\$Figures) which is to be paid by the Government under the above noted contract, the undersigned contractor does remise, release and forever discharge the Government, its officers, agents and employees of and from all liabilities, obligations and claims whatsoever in law and equity under, arising out of or by virtue of said contract, except specified claims in stated amounts, or in estimated amounts when the amounts are not susceptible of exact by the contractor, as follows: (If none, so state)

IN WITNESS WHEREOF, This release has been executed this _____ day of _____ 19____.

(Company Name)

BY: _____

(First Witness Signature)

TITLE: _____

(Second Witness Signature)

CERTIFICATE

I, _____, certify that I am the _____
(position)
of the corporation named as contractor in the foregoing release; that

(contractor above)
who signed said release on behalf of the contractor was then _____ of said
(title)
corporation; that said release was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

Corporate Seal or
Notary Seal

(Signature)

03JUN97

ATTACHMENT 11-